



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 6, 2013

Certified Return Receipt
7010 2780 0002 7254 1095

Crown Asphalt Ridge, LLC
Thomas W. Bachtell
165 South Main Street #400
Salt Lake City, Utah 84111

Subject: Return of Reclamation Contract and Surety Bond, Crown Asphalt Ridge, LLC, Asphalt Ridge Mine, M/047/0032, Uintah County, Utah

Dear Mr. Bachtell:

On May 29, 2013, the Division of Oil, Gas and Mining approved the permit transfer from Crown Asphalt Ridge, LLC to Tar Sands Holdings II. Enclosed are the original Reclamation Contract, CD Agreement and a copy of the letter sent to Zions Bank authorizing the release of the CD. These documents are for your records or disposal.

Please feel free to call April Abate at 801-538-5214 with any questions regarding this action.

Sincerely,

Paul B. Baker
Minerals Program Manager

PBB:aaa:pb

Enclosure: Large Mine Reclamation Contract and CD Surety

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JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

June 9, 2009

Zion First National Bank

1 So Main St Ste 100

Salt Lake City, UT 84133

Attention: Eric Dryer, Asst Manger, AVP
801-844-7076 (Phone) eric.dryer@zionsbank.com (email)

Subject: Reclamation Surety, Certificate of Deposit for Crown Asphalt Ridge, LLC,
Asphalt Ridge Mine Site, M/047/0032 (OGM mine file #),
Uintah County, Utah

Certificate of Deposit number ; Principal Amount \$ 302,000

This letter describes the mutually agreed upon instructions of the below signed parties to
Zions Bank ("Bank"), regarding the control, redemption,
and release of Bank's above-described certificate of deposit ("CD"), which is being used as a surety to
guarantee the availability of reclamation funds for the Asphalt Ridge
mine site, Uintah County, Utah. It is the intention of the parties
that the CD be utilized as surety to guarantee that \$ 302,000.00
in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining ("Division")
upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete
reclamation of the mine site in compliance with applicable state law and regulations.

Ownership and Renewal:

Ownership of the CD is retained by Crown Asphalt Ridge, LLC, a Utah LLC, ("Owners"), but
it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the
terms and conditions described in this agreement. The CD shall automatically renew indefinitely until

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Subject:

either redeemed or released by the Director of the Division. The Division may request CD information on an occasional basis. This letter grants approval by Crown Asphalt Ridge, LLC (name of operator) for the bank to provide CD information to the Division any time an inquiry is made via telephone, email, or letter.

Redemption:

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil, Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

Release:

The Bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successors-in-interest. In the event of Bank cancellation/termination of the Certificate of Deposit, the Division may transfer the certificate of deposit monies into a state managed cash account to assure or complete reclamation if the Operator does not replace the Certificate of Deposit within the ninety days of Bank cancellation/termination notice. If the Bank is under a forced cancellation/termination, the Bank agrees to transfer or release the CD funds to a state managed cash account at the Division's request.

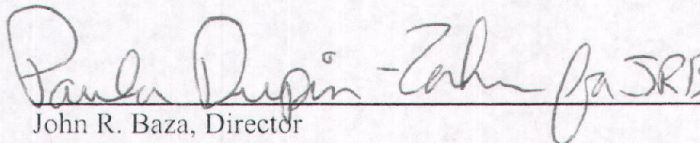
Page 3
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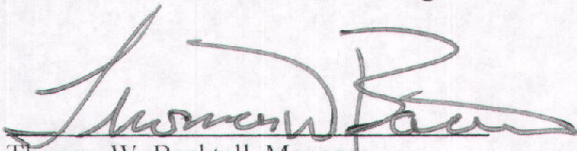
Accrued Interest:

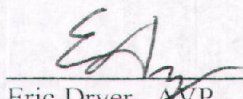
Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$302,000. All tax liabilities for accrued interest shall remain the sole responsibility of the Owners.

Bank will not be held liable for any dispute between the parties.

Agreed Upon By:

 Date: 6/9/09
John R. Baza, Director
Utah Division of Oil, Gas & Mining

 Date: June 9, 2009
Thomas W. Backtell, Manager
Crown Asphalt Ridge, LLC
Tax ID Number: 87-0569470

 Date: 6/9/09
Eric Dryer, AVP
Zions First National Bank

M0470032

BANK®
Receipt

received after regular business hours and on
edited the following business day. This
id be retained until you have verified it with
dation hereon displays the date, location, type
tion. All items received are subject to terms
d by Zions Bank.

SAVE FOR THE FUTURE

with a Savings or Money Market account,
CD or IRA from Zions Bank.

DDA-NRA Deposit 06/09/09 C
Account Number
Deposit Amount \$302,000.00
002 35 0399 11:10

Member FDIC 

RECEIVED

JUN 11 2009

DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

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LARGE MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Crown Asphalt Ridge, LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/047/0032 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and
 - B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the approved NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with an approved notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the approved NOI.
- 3. The Reclamation Plan is intended to establish methods, plans, specifications, and other details required by the Act and regulations as they pertain to the lands affected by mining operations, and no provision of the Reclamation Plan shall be interpreted to diminish the requirements of the Act and regulations. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI or Reclamation Plan, which are primarily intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or

B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to

maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.

10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

Crown Asphalt Ridge, LLC
Operator Name

By Thomas W. Bachtell
Authorized Officer (Typed or Printed)

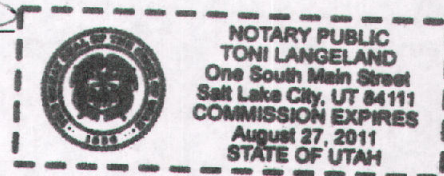
Co-Manager
Authorized Officer - Position

Thomas W. Bachtell June 10, 2009
Officer's Signature Date

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the ^{9th} ~~10th~~ day of June, 2009, Thomas W. Bachtell
personally appeared before me, who being by me duly sworn did say that
he/she is an Co-Manager (i.e. owner, officer, director,
partner, agent or other (specify)) of the Operator and duly acknowledged that
said instrument was signed on behalf of said Operator by authority of its bylaws,
a resolution of its board of directors, or as may otherwise be required to execute
the same with full authority and to be bound hereby.

[Signature]
Notary Public
Residing at Salt Lake City, UT
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By Paula Dupin-Zahn for JRB 6/9/09
John R. Baza, Director Date

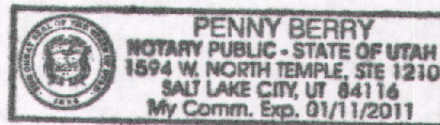
STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 9 day of June, 2009, Paula Dupin-Zahn
personally appeared before me, who being duly sworn did say that he,
the said Paula Dupin-Zahn is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he
duly acknowledged to me that he executed the foregoing document by authority
of law on behalf of the State of Utah.

Penny Berry
Notary Public

Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: Tar Sand

Bonded Acres: 43.35

Mine Name: AROC #1/Asphalt Ridge Mine

Permit Number: M/047/032

County: Uintah

Operator Name: Crown Asphalt Ridge, LLC

Operator Address: 165 S Main St., # 400, SLC, UT84111

Operator Phone: 801-521-4446

Operator Fax: 801-521-0517

Operator Email: jbp@koreati.com

Contact Name: Thomas Bachtell

Contact Email: vicechairman@koreati.us yryu@koreati.com

Contact Phone: 801-209-1816

Surety Type: CD

Bank: Zions Bank

Surety Amount: ~~\$275,000.00~~ 302,000

Account number: _____

Tax ID (required for cash only): N/A

Escalation year: March 15, 2014

Surface Owner: Uintah Basin Resources, LLC

Mineral Owner: Uintah Basin Resources, LLC

UTU/ML number: N/A

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or bondcoordinator@utah.gov